



Control Number: 52154



Item Number: 1

Addendum StartPage: 0

Rafi Zaman
MKRR Investments LLC
10711 Opal Ridge Drive, Houston TX 77095

RECEIVED

2021 MAY 25 AM 9:58

Name of the Account Holder: Rafi Zaman T/A MKRR Investments LLC

Customer Account Number: 7641474-1

Billing Address: 10711 Opal Ridge Drive, Houston, TX 77095

Service Address: 8302 Homestead Road, Houston, TX 77028

Phone Number: +1 832 533 4395

Name of the Electric Company: Constellation – An Exelon Company

Date: 05/20/2021

Subject: Formal Complaint Against Constellation for Excessive Electricity Charges During Historic Texas Winter Storm.

The following documents are attached (10 copies of each):

1. Formal Complaint Letter from MKRR Investments LLC
2. 30 Months Electric Supply Contract with Constellation
3. Broker Information
4. Excessive Electric Bills
5. Constellation Invoice History Historical
6. Communication email with Constellation's staff after winter storm
7. Informal Complaint Letter/decision from PUC
8. T-Mobile Phone Statement

Regards,



Rafi Zaman
MKRR Investments LLC

Rafi Zaman
MKRR Investments LLC
10711 Opal Ridge Drive, Houston TX 77095

Name of the Account Holder: Rafi Zaman T/A MKRR Investments LLC

Customer Account Number: 7641474-1

Billing Address: 10711 Opal Ridge Drive, Houston, TX 77095

Service Address: 8302 Homestead Road, Houston, TX 77028

Phone Number: +1 832 533 4395

Name of the Electric Company: Constellation – An Exelon Company

Date: 05/20/2021

Subject: Formal Complaint Against Constellation for Excessive Electricity Charges During Historic Texas Winter Storm.

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Dear Sir / Madam,

I am a small business owner in Houston, TX; T/A MKRR Investments LLC. The purpose of this communication with you is in regard to an excessive electricity bill of \$54,977.00 from Constellation Energy; which is approximately 36 times higher than average monthly bill for the service address 8302 Homestead Road, Houston, TX 77028 (also known as 8300 Homestead Professional Building).

MKRR Investments LLC signed a contract through a broker with Constellation and entered into an electric supply agreement on 9/12/2017 that had a 30-month term that ended on 3/17/2020. Unfortunately, after end of the term MKRR never received a renewal notice from the Constellation or Broker. Constellation representative told me during the Texas winter storm that the company sent a renewal notice to the broker prior to the contract expiration date. Unfortunately, as per text message communication with the broker, I was confirmed on 02/27/2021 that broker stopped providing the same service that was never communicated to me before. As a result, the service remained with Constellation on a month-to-month basis. The main reason MKRR was unable to renew the electric contract was due to negligence of Constellation and Broker (both had contact information of MKRR key partners). Constellation always sent bills to mailing address but never sent a contract renew notice and collected payments through auto pay until the winter storm.

The charges on the bill due to winter storm is completely unfair and impossible for MKRR to pay. I have made an informal attempt for a resolution through the PUC; Unfortunately, PUC response was unsatisfactory, and the decision was in favor of Constellation confirmed in a letter dated 05/10/2021. In the PUC's decision letter, it mentioned that I have called Constellation on 09/04/2020 regarding the expiration and declined to renew the service with another plan at that time – I checked my T-mobile phone statement for the proof and did not find calling Constellation on this date or declining renewing my service (please see the attached T-Mobile statement). As per PUC's Customer Protection Division recommendation, this

is an application with attached supporting documents for a formal hearing with Public Utility Commission of Texas.

Please note, the location of the service property is in an economically disadvantaged area. The property is built in 1970s and approximately 40% of the building has been unoccupied for the last few years and as a result the entity is losing money year on year. The service property does not generate such revenue to pay for skyrocketed electric bills. However, MKRR is willing pay similar rates that was paid in invoice number 19288261601 on February 17, 2021 (due date).

Constellation is no longer an electricity provider for the service address., MKRR has signed a new contract electricity with another provider (effective 03/19/2021).

Thank you for your time and consideration. I look forward to further discussing my complaint with you.

Regards,



Rafi Zaman
MKRR Investments LLC
832 533 4395



ITEM # 2

Agreement is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

MKRR INVESTMENTS LLC ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
ERCOT Nodal Ancillaries Costs	Fixed
RUC Capacity Short Charge Costs	Fixed
Basis Costs	Fixed
Line Loss Costs	Fixed
Renewable Portfolio Standards Costs	Fixed
RT Ancillary Imbalance Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

Sales Rep: Eduardo Tamez 175528 298408.0 Printed: 9/12/2017

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herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Real Time Locational Based Marginal Price ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). We will also invoice you for all UDC charges and related Taxes for those Account(s) served hereunder (except for Account(s) located in Nueces Electric Cooperative, for which you will receive one invoice from the UDC for UDC charges and related Taxes and one invoice from us for all other charges hereunder, unless we agree otherwise). All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Texas, your aggregate peak load during any 12 month period is greater than 50 kilowatts and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

CUSTOMER PROTECTIONS AND WAIVERS OF CONSUMER RIGHTS. IF YOU ARE A TEXAS CUSTOMER, YOU AGREE THAT THE PUCT'S CUSTOMER PROTECTION RULES, 16 TEX. ADMIN. CODE, SUBCHAPTER R (§§25.471 ET SEQ) **ARE WAIVED AND DO NOT APPLY** TO THIS AGREEMENT TO THE EXTENT ALLOWED BY LAW. YOU CAN VIEW THESE RULES AT: <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>. **AFTER CONSULTING WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY WAIVE YOUR RIGHTS, IF ANY, UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, §§ 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE ("DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.**

DISCONNECTION. Pursuant to PUCT regulations, all retail electric providers are allowed to disconnect customers for non-payment or if no service contract is in effect. Notwithstanding anything in this Agreement to the contrary, you acknowledge that in addition to the rights set forth in your Agreement, Seller shall be entitled to disconnect your service for non-payment or no contract to the extent allowed by law. You hold Seller harmless for any interruptions or disruptions of service initiated by the UDC. You shall reimburse us for any costs incurred or passed through to us by the UDC for reinstatement of service.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
CenterPoint Energy	CNP	1-800-332-7143

Additional Terms. For Account(s) located in the State of Texas:

(i) Public Utility Commission of Texas. Additional information, including information on consumer rights, may be obtained by contacting the Public Utility Commission of Texas ("PUCT") at (888) 782-8477

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(ii) Prompt Payment. Chapter 2251 of Subtitle F of the Texas Government Code (the "Prompt Payment Act") applies to Seller's service to Texas governmental entities. If you are a Texas political subdivision, such as a county, municipality, public school district or special-purpose district or authority, then you acknowledge that the Prompt Payment Act allows a governmental entity to take advantage of an offer for an early payment discount and to negotiate a prompt payment discount with a vendor when possible. If this Agreement contains a payment date less than 45 days, then you and we agree that the price offered to you represents an early payment discount for shorter payment terms instead of the standard 45 day payment terms for a political subdivision.

(iii) Termination of Holdover Term. Notwithstanding any other provisions to the contrary herein regarding the holdover term, upon termination of the holdover term by you or us, we may, in accordance with Law, take steps to cease providing service to you.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: MKRR Investments LLC

Signature: David T. Donat 2017-09-12

Signature: Rafi Zaman
DocuSigned by:
CFE69B6E3F58433

Printed Name: **David T. Donat**

Title: **Vice President**

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **888-635-0827**

Printed Name: Rafi Zaman

Title: Manager 9/12/2017

Date:

Address: 8302 HOMESTEAD RD
HOUSTON, TX 770282136

Fax:

Phone: 832-533-4395

Email: MKRR1111@gmail.com

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Sales Rep: Eduardo Tamez

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Printed: 9/12/2017

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Basis Costs" means the difference in market prices between the zone of the service account and the supply hub associated with the service account energy zone. The real time market price will be used to calculate Basis Costs except that where the contract specifies use of the day ahead market price as the energy index for settlement, the day ahead index price will be used for calculating Basis Costs.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"ERCOT Nodal Ancillaries Costs" means additional charges and fees associated with the ERCOT Nodal Protocols including, but not limited to the Congestion Revenue Rights auction revenue disbursement, RUC Make Whole Uplift Charge, RUC Decommitment Charge, and RUC Clawback Payment

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Locational Marginal Price" means the Settlement Point Price (SPP) for the relevant index, day ahead or real time, as established by ERCOT rules (and includes the ORDC Real-Time Price Adder as set forth in NPRR 568 which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014).

"Non Time Of Use" or "Non TOU" means all hours of each day.

"RT Ancillary Imbalance Costs" means for any billing period the applicable charges or credits regarding real-time (RT) ancillary imbalance services as set forth in Nodal Protocol Revision Request 568 (NPRR 568) and the ERCOT Nodal Protocols which provides for the implementation of an Operating Reserve Demand Curve (ORDC) beginning on June 1, 2014.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RUC Capacity Short Charge Costs" means charges and fees associated with the ERCOT RUC Capacity Short charge. If Customer enters into RTT(s) to fix Customer's energy price, the RUC Capacity Short Charge will be fixed for any RTT volumes that are associated with a Fixed Price or Heat Rate RTT.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be

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required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by

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the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:

For: MKRR Investments LLC

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on September 12, 2017

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
CNP	1008901003101714049100	8302 HOMESTEAD RD, HOUSTON, TX 77028	09/12/17	03/17/20	\$0.03998

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge and understand that

- We are making a payment to Innowatts, LLC in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Innowatts, LLC
- Innowatts, LLC is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Innowatts, LLC.

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Sales Rep: Eduardo Tamez 175528.298408.0 Printed: 9/12/2017

From: Akhlak Ahmed <akhlak@innowatts.com>
Sent: Monday, September 11, 2017 2:03 PM
To: 'MKRR Invst'
Subject: RE: Utilities Provider - 8300 Homestead Rd, Houston, TX 77028

I asked Constellation to turn the power on as of tomorrow (9/12).

Thanks,

Akhlaq Ahmed



Office: 281.661.8934 Cell: 832.361.0103 Web: www.innowatts.com

From: MKRR Invst [mailto:mkrr1111@gmail.com]
Sent: Monday, September 11, 2017 1:26 PM
To: Akhlak Ahmed <akhlak@innowatts.com>
Cc: Invst Mkrr <mkrr1111@gmail.com>
Subject: Fwd: Utilities Provider - 8300 Homestead Rd, Houston, TX 77028

Dear Akhlak,

FYI.

We are closing purchase of 8300 Homestead Rd, tomorrow afternoon. The seller already has instructed to his electricity provider to disconnect the service midnight tomorrow. Please make sure we are all set for power effective tomorrow.

Regards,

Rafi Zaman

MKRR Investments LLC

Begin forwarded message:

From: "Jones, Chris" <Chris.Jones@marcusmillichap.com>
Date: September 11, 2017 at 1:04:37 PM CDT
To: "zia syed (ziasyedh@yahoo.com)" <ziasyedh@yahoo.com>, "Zia Syed (oasisrealty.zia@gmail.com)" <oasisrealty.zia@gmail.com>
Cc: "Rana Razzaque (rrazzaque@hotmail.com)" <rrazzaque@hotmail.com>, "rafi.tx@gmail.com" <rafi.tx@gmail.com>, Moshtaque <mushtaque1967@gmail.com>, "krash0000@gmail.com" <krash0000@gmail.com>, "mkrr1111@gmail.com" <mkrr1111@gmail.com>
Subject: FW: Utilities Provider - 8300 Homestead Rd, Houston, TX 77028

All – please see below regarding utility providers for the building and cut-off request for midnight tomorrow for service in the Seller's name. Please reach out to these providers to continue the service uninterrupted in the Buyer's name.

Thank you,
Chris

Item # 4

ELECTRONIC STATEMENT



Monthly Invoice

Statement Date: 03/15/2021

Customer Number: 7641474-1

MKRR Investments LLC - 1008901003101714049100
8302 HOMESTEAD RD
HOUSTON, TX 77028-2136

Total Amount Due by 04/05/2021 \$54,325.92

Rate Plan: Index Solutions
Account ID: [REDACTED]
ESIID: 1008901003101714049100
Service Period: 1/26/2021 to 2/24/2021
Statement Number: 19520352801

Previous Balance: \$1,537.63
Payments Since Last Invoice: -\$1,537.63
Unpaid Balance: \$0.00
Late/Finance Charges: \$0.00
Credit/Adjustments: \$0.00
Total New Charges: \$54,325.92

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↩

UDC Charges

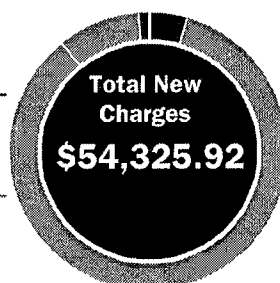
\$678.60

Tax Charges

\$5,197.97

Market Charges

\$46,016.18



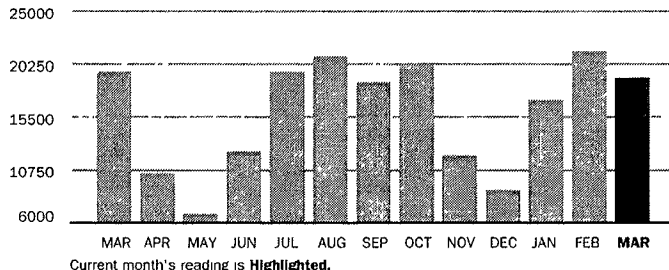
Contract Charges

\$100.09

Transaction Line Loss Charges

\$2,333.08

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month **19,065** kWh

▼ **3.0%** from last year

Last Month
21,408
kWh

Last Year
19,680
kWh

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.

Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!



PO Box 4911
Houston, TX 77210-4911

ELECTRONIC STATEMENT

Rafi Zaman
MKRR Investments LLC
10711 OPAL RIDGE DR
HOUSTON TX 77095-4683

Statement Number: 19520352801

Customer Number: 7641474-1

Total Amount Due by 04/05/2021 \$54,325.92

AMOUNT
ENCLOSED

\$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEWENERGY, INC.
PO BOX 4640
CAROL STREAM IL 60197-4640

181019520352801000000000100076414740054325920

Statement Number: 19520352801

Customer Number: 7641474-1

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
CenterPoint Energy
800-332-7143

Total Amount Due by 04/05/2021 \$54,325.92
For Customer Care Contact Constellation

Website <https://energymanager.constellation.com>
Email CustomerCare@Constellation.com
Phone 844-6ENERGY (844-636-3749)

Meter Number:	SERVICE PERIOD START	SERVICE PERIOD END	USAGE
I63853602	01/26/2021	02/24/2021	19,064.760

DETAILED CHARGES

	Quantity	Rate	Amount
Contract Charges			
Retail Service Charge	19,064.80 kWh	\$0.0052500/kWh	\$100.09
Subtotal Contract Charges			\$100.09
Transaction Line Loss Charges			
Line Losses on Market Purchase	1,242.23 kWh	\$1.8781467/kWh	\$2,333.08
Subtotal Transaction Line Loss Charges			\$2,333.08
Market Charges			
Ancillary Services	19,064.80 kWh	\$0.4041266/kWh	\$7,704.58
Market Energy - Real Time	19,064.80 kWh	\$1.9020800/kWh	\$36,262.73
Other Costs	19,064.76 kWh	\$0.0002200/kWh	\$4.19
ERCOT Nodal Ancillary Service Charge	19,064.76 kWh	-\$0.0013692/kWh	-\$26.10
Renewable Portfolio Standards	19,064.76 kWh	\$0.0001000/kWh	\$1.98
RT Imbalance-PT	19,064.76 kWh	\$0.1085146/kWh	\$2,068.80
Ruc Capacity Pass-Through	20,306.99 kWh	\$0.0000000/kWh	\$0.00
Subtotal Market Charges			\$46,016.18

Page 2 of 5

Other Ways to Pay Your Bill**Energy Manager**

Manage your account at:
<https://energymanager.constellation.com>

**Phone**

Call 844-6ENERGY
(844-636-3749)
for our 24/7
phone payment option

**ACH/WIRE**

CONSTELLATION NEWENERGY, INC.
ACH/WIRE: WELLS FARGO, ABA 121000248 /
ACCOUNT 4879656445
ACH/WIRE NOTIFICATION:
PAYMENTS@CONSTELLATION.COM

Statement Number: 19520352801

Customer Number: 7641474-1

Total Amount Due by 04/05/2021 \$54,325.92

DETAILED CHARGES (Con't)

■ Tax Charges

City Sales Tax	50,135.19 Base	\$0.0100000/Base	\$501.36
County Sales Tax	50,135.19 Base	\$0.0100000/Base	\$501.36
Reimbursement of MGRT	49,073.39 Base	\$0.0199700/Base	\$979.99
Reimbursement of PUCA	49,073.39 Base	\$0.0016670/Base	\$81.81
State Sales Tax	50,135.19 Base	\$0.0625000/Base	\$3,133.45
Subtotal Tax Charges			\$5,197.97

■ UDC Charges

Subtotal UDC Charges			\$678.60
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Total New Charges			\$54,325.92
--------------------------	--	--	--------------------

Message Center

Received a SOREQ transaction with estimated restoration date of 2021-02-16T19:30:00, a suspension date of 2021-02-16T19:30:00 with MTX*DEP value , outage area flag as Y And interruption period of

Received a SOREQ transaction with estimated restoration date of 2021-02-18T05:15 00, a suspension date of 2021-02-18T05 15:00 with MTX*DEP value , outage area flag as Y And interruption period of

Total Amount Due by 04/05/2021 \$54,325.92

Adjustments: Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

Administration Fee or Service Charge: The fee or charge set forth for each account per billing cycle.

Ancillary Service Charges: Charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

Capacity Charge: Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

Energy Charge - Non-Time of Use (TOU): Charge per kWh for electricity supplied for all hours of each day.

Kilowatt Hour (kWh): A measure of the quantity of electricity (energy) that you use.

Late Fees or Finance Charges: Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

Line Loss Charges: The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

Locational Forward Reserves (LFR): Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

Reliability Must Run (RMR): Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

Renewable Portfolio Standards Cost (RPS): NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

Retail Service Charge: A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

Retail Trade Transaction (RTT): The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

Transmission Service Charge: The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

Disputed Invoices: Should you question any portion of your Constellation NewEnergy invoice, please call 844-6ENERGY (844-636-3749) Monday to Friday 8AM-6PM Eastern Time, email CustomerCare@Constellation.com, or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911. If you are not satisfied with Constellation NewEnergy's review you may file a complaint with the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.

In the event of a service interruption or electric emergency, please contact your utility directly at:

CenterPoint Energy 800-332-7143

DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.

Statement Number: 19520352801
Customer Number: 7641474-1
Invoice Number: 19520352801

UTILITY DISTRIBUTION CHARGES

BillingGroup Name MKRR Investments LLC

CenterPoint Energy Account ID:

1008901003101714049100

Service Location 8302 HOMESTEAD RD

Amount Due \$678.60

METER READINGS

READ DATE	METER NO.	POWER FACTOR	LOAD TYPE	READING TYPE	METER READING		DEMAND	MULTIPLY X	USAGE
					PREVIOUS	PRESENT			
02/24/2021	I63853602		General Service	Total kWh	25,152	25,350	81.600	96.000	19,008.000

INVOICE DETAILS

Rate Class - (Commercial Over 10 kVA) Seconda

Service : 01/26/2021 To 02/24/2021 - 29 Days

CHARGE TYPE	QUANTITY	UOM	RATE	AMOUNT
Utility Service Quality – Other Credit	82.00	NB	-0.005488	-\$0.45
Basic Customer Charge	1.00	EA	3	\$3.00
Distribution Charge	82.00	NB	4.44939	\$364.85
System Benefit Fund	19008.00	KH	0.00033	\$6.27
Energy Efficiency Cost Recovery Factor	19008.00	KH	0.000428	\$8.14
Meter Charge	1.00	EA	7.41	\$7.41
Nuclear Decommissioning Fee	82.00	NB	0.00061	\$0.05
Rate Reduction Credit	82.00	NB	-0.116829	-\$9.58
Transition Charge 4	82.00	NB	0.100122	\$8.21
Transition Charge 5	19008.00	KH	0.002106	\$40.03
Transmission Cost Recovery Factor	81.60	NB	3.071936	\$250.67
Total New Charges				\$678.60

ELECTRONIC STATEMENT



MKRR Investments LLC - 1008901003101714049100
8302 HOMESTEAD RD
HOUSTON, TX 77028-2136

Monthly Invoice

Statement Date: 03/25/2021

Customer Number: 7641474-1

Total Amount Due by 04/15/2021 \$54,977.00

Rate Plan: Index Solutions
Account ID: **██████████**
ESIID: 1008901003101714049100
Service Period: 2/24/2021 to 3/19/2021
Statement Number: 19723561001

Previous Balance: \$54,325.92
Payments Since Last Invoice: \$0.00
Unpaid Balance: \$54,325.92
Late/Finance Charges: \$0.00
Credit/Adjustments: \$0.00
Total New Charges: \$651.08

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↩

UDC Charges

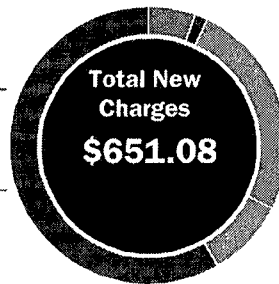
\$379.79

Tax Charges

\$60.33

Market Charges

\$165.65



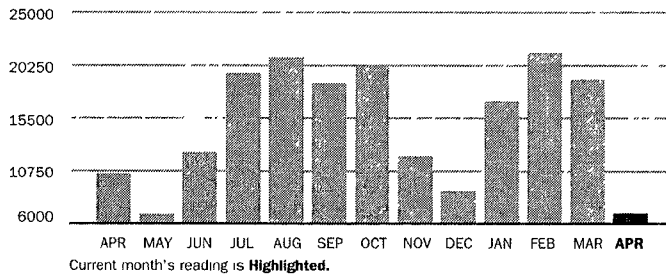
Contract Charges

\$35.76

Transaction Line Loss Charges

\$9.55

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month **6,811** kWh▼ **35.0%** from last year

Last Month
19,065
kWh

Last Year
10,464
kWh

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.

Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!



PO Box 4911
Houston, TX 77210-4911

ELECTRONIC STATEMENT

Rafi Zaman
MKRR Investments LLC
10711 OPAL RIDGE DR
HOUSTON TX 77095-4683

Statement Number: 19723561001

Customer Number: 7641474-1

Total Amount Due by 04/15/2021 \$54,977.00

AMOUNT
ENCLOSED

\$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEWENERGY, INC.
PO BOX 4640
CAROL STREAM IL 60197-4640

181019723561001000000000100076414740054977000

Statement Number: 19723561001

Customer Number: 7641474-1

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
CenterPoint Energy
800-332-7143

Total Amount Due by 04/15/2021 \$54,977.00
For Customer Care Contact Constellation

Website <https://energymanager.constellation.com>
Email CustomerCare@Constellation.com
Phone 844-6ENERGY (844-636-3749)

Meter Number:	SERVICE PERIOD START	SERVICE PERIOD END	USAGE
163853602	02/24/2021	03/19/2021	6,811.440

DETAILED CHARGES

	Quantity	Rate	Amount
■ Contract Charges			
Retail Service Charge	6,811.40 kWh	\$0.0052500/kWh	\$35.76
Subtotal Contract Charges			\$35.76
■ Transaction Line Loss Charges			
Line Losses on Market Purchase	451.93 kWh	\$0.0211257/kWh	\$9.55
Subtotal Transaction Line Loss Charges			\$9.55
■ Market Charges			
Ruc Capacity Pass-Through	7,263.37 kWh	\$0.0000000/kWh	\$0.00
RT Imbalance-PT	6,811.44 kWh	\$0.0000000/kWh	\$0.00
Renewable Portfolio Standards	6,811.44 kWh	\$0.0001100/kWh	\$0.77
ERCOT Nodal Ancillary Service Charge	6,811.44 kWh	-\$0.0009184/kWh	-\$6.26
Other Costs	6,811.44 kWh	\$0.0002200/kWh	\$1.50
Market Energy - Real Time	6,811.40 kWh	\$0.0213000/kWh	\$145.11
Ancillary Services	6,811.40 kWh	\$0.0036013/kWh	\$24.53
Subtotal Market Charges			\$165.65

Page 2 of 4

Other Ways to Pay Your Bill**Energy Manager**

Manage your account at:
<https://energymanager.constellation.com>

**Phone**

Call 844-6ENERGY
(844-636-3749)
for our 24/7
phone payment option

**ACH/WIRE**

CONSTELLATION NEWENERGY, INC.
ACH/WIRE: WELLS FARGO, ABA 121000248 /
ACCOUNT 4879656445
ACH/WIRE NOTIFICATION:
PAYMENTS@CONSTELLATION.COM

Total Amount Due by 04/15/2021 \$54,977.00

DETAILED CHARGES (Con't)

Tax Charges

City Sales Tax	581.89 Base	\$0.0100000/Base	\$5.82
County Sales Tax	581.89 Base	\$0.0100000/Base	\$5.82
Reimbursement of MGRT	569.57 Base	\$0.0199700/Base	\$11.37
Reimbursement of PUCA	569.57 Base	\$0.0016670/Base	\$0.95
State Sales Tax	581.89 Base	\$0.0625000/Base	\$36.37
Subtotal Tax Charges			\$60.33

UDC Charges

Subtotal UDC Charges			\$379.79
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Total New Charges			\$651.08
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Adjustments: Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

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Kilowatt Hour (kWh): A measure of the quantity of electricity (energy) that you use.

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In the event of a service interruption or electric emergency, please contact your utility directly at:

CenterPoint Energy 800-332-7143

DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.

Statement Number: 19723561001
Customer Number: 7641474-1
Invoice Number: 19723561001

UTILITY DISTRIBUTION CHARGES

BillingGroup Name MKRR Investments LLC

CenterPoint Energy Account ID:

1008901003101714049100

Service Location 8302 HOMESTEAD RD

Amount Due \$379.79

METER READINGS

READ DATE	METER NO.	POWER FACTOR	LOAD TYPE	READING TYPE	METER READING		DEMAND	MULTIPLY X	USAGE
					PREVIOUS	PRESENT			
03/19/2021	I63853602		General Service	Total kWh	25,350	25,421	62.400	96.000	6,816.000

INVOICE DETAILS

Rate Class - (Commercial Over 10 kVA) Seconda

Service : 02/24/2021 To 03/19/2021 - 23 Days

CHARGE TYPE	QUANTITY	UOM	RATE	AMOUNT
Utility Service Quality – Other Credit	62.00	NB	-0.004032	-\$0.25
Basic Customer Charge	1.00	EA	2.2	\$2.20
Distribution Charge	62.00	NB	3.262903	\$202.30
System Benefit Fund	6816.00	KH	0.00033	\$2.25
Energy Efficiency Cost Recovery Factor	6816.00	KH	0.000644	\$4.39
Meter Charge	1.00	EA	5.43	\$5.43
Nuclear Decommissioning Fee	62.00	NB	0.000484	\$0.03
Rate Reduction Credit	62.00	NB	-0.085645	-\$5.31
Transition Charge 4	62.00	NB	0.073387	\$4.55
Transition Charge 5	6816.00	KH	0.002105	\$14.35
Transmission Cost Recovery Factor	62.40	NB	2.401442	\$149.85
Total New Charges				\$379.79



Constellation.
An Exelon Company

America's energy choice.

Company

MIKRR Investments LLC (Electric)



Invoice History



DOWNLOAD INVOICES (0 SELECTED)

<input type="checkbox"/>	Invoice Number	Customer Number	Invoice Date
<input type="checkbox"/>	19723561001	7641474-1	March 25, 2021
<input type="checkbox"/>	19520352801	7641474-1	March 15, 2021
<input type="checkbox"/>	19288261601	7641474-1	January 27, 2021
<input type="checkbox"/>	19055308301	7641474-1	December 23, 2020
<input type="checkbox"/>	18830226701	7641474-1	November 20, 2020
<input type="checkbox"/>	18614532901	7641474-1	October 23, 2020
<input type="checkbox"/>	18401678501	7641474-1	September 25, 2020
<input type="checkbox"/>	18179736801	7641474-1	August 24, 2020
<input type="checkbox"/>	17956478001	7641474-1	July 27, 2020
<input type="checkbox"/>	17736467301	7641474-1	June 24, 2020
<input type="checkbox"/>	17511179601	7641474-1	May 26, 2020

<input type="checkbox"/>	17056913301	7641474-1	March 25, 2020
<input type="checkbox"/>	16843049201	7641474-1	February 25, 2020
<input type="checkbox"/>	16643200301	7641474-1	January 28, 2020
<input type="checkbox"/>	16431150201	7641474-1	December 27, 2019
<input type="checkbox"/>	16210400801	7641474-1	November 22, 2019
<input type="checkbox"/>	16001156901	7641474-1	October 24, 2019
<input type="checkbox"/>	15804454101	7641474-1	September 25, 2019
<input type="checkbox"/>	15598325301	7641474-1	August 27, 2019
<input type="checkbox"/>	15391569001	7641474-1	July 26, 2019
<input type="checkbox"/>	15188122701	7641474-1	June 26, 2019
<input type="checkbox"/>	14997103501	7641474-1	May 27, 2019
<input type="checkbox"/>	14762595001	7641474-1	April 26, 2019
<input type="checkbox"/>	14561137801	7641474-1	March 27, 2019
<input type="checkbox"/>	14354516901	7641474-1	February 26, 2019

ITEM # 6

From: Tamez, Eduardo:(Constellation) <Eduardo.Tamez@constellation.com>
Sent: Monday, March 15, 2021 2:00 PM
To: mkrr1111@gmail.com
Subject: MKRR Investments LLC / Constellation Customer # 7641474
Attachments: Energy Manager Add Remove Auto Pay.docx; MKRR Investments LLC - Invoice.xls

Rafi,

Per our conversation a few minutes ago please see the attached on how to remove your auto pay and the breakdown of your next invoice that will generate later this week.

Thank You

Eduardo Tamez

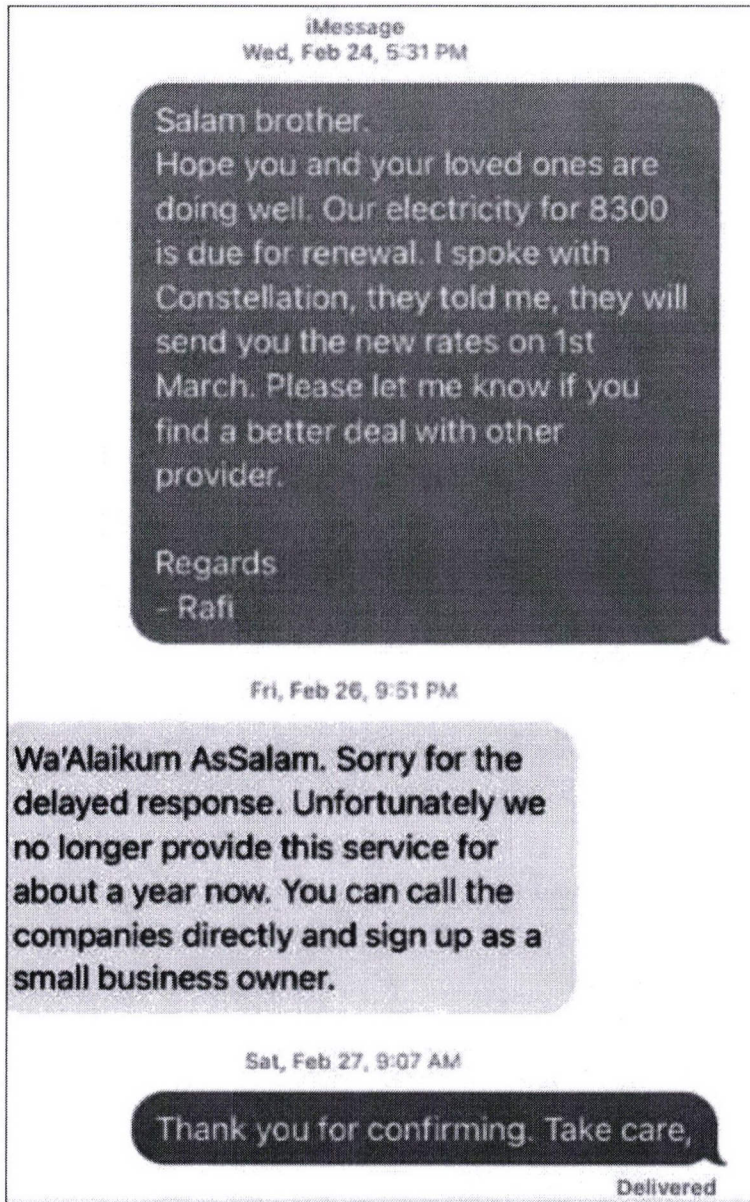
 **Constellation.**
An Exelon Company
**America's
energy choice™**
Senior Business Development Manager – InDirect Sales – Mass Markets
1001 Louisiana St. Suite 2100, Houston, TX 77002
Office 713 354 0573 | Fax 866-284-4835
Eduardo.Tamez@constellation.com www.constellation.com

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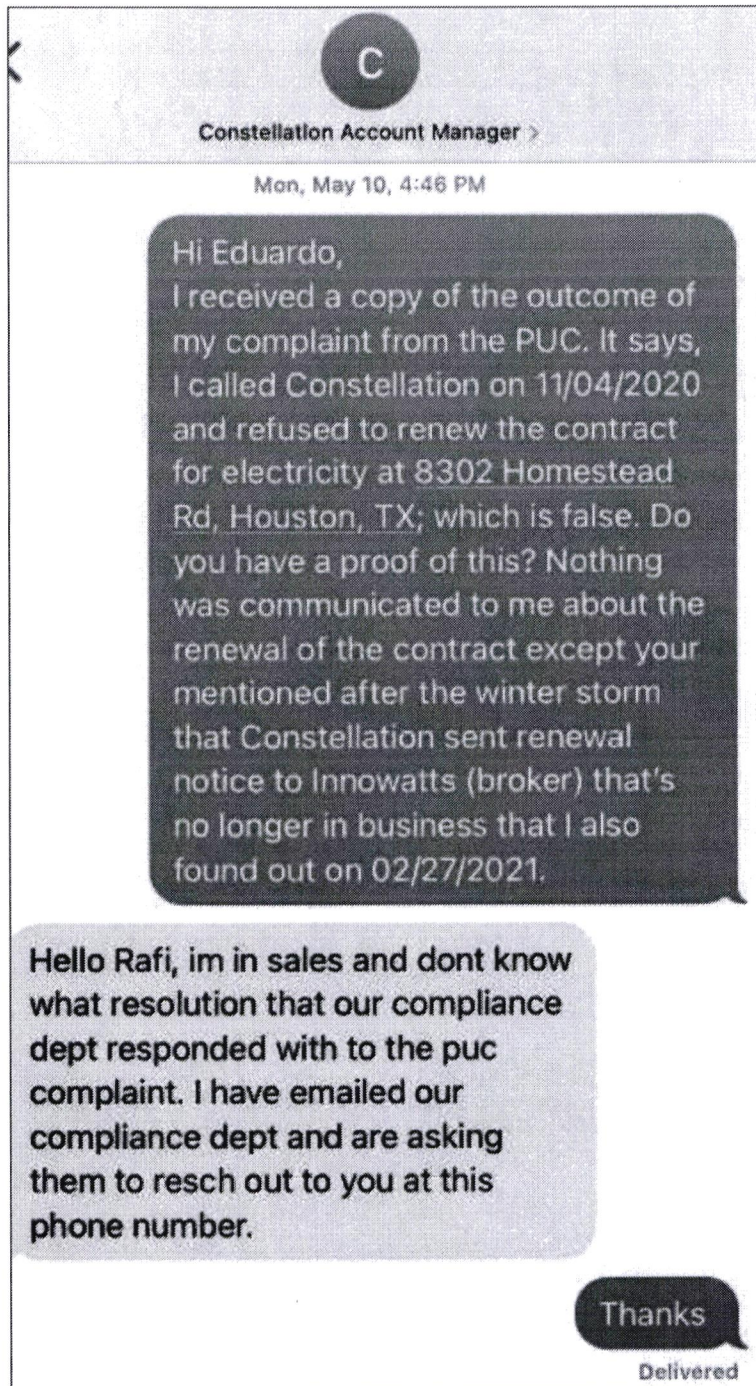
Customer Name	Customer Number	Customer Group	#DM	UDC Account Number	Deal Types	Prior Period KWH	Prior Period CNE Subtotal	Current Period KWH	Current Period CNE Subtotal	Current Period	KWH Multiplier	CNE Subtotal Multiplier	Current CNE UDC Subtotal	Bill Date	Auto Pay Y/N	Pay Option Desc.	Broker Name
MKRR Investments LLC	7641474	1	Eduardo Tamez	1008901003101714049100	Index Solutions	21,408	\$611.97	19,065	\$48,449.35	01/26/2021 - 02/24/2021	0.89	79.17	\$49,127.95		Y	ACH Direct Debit	Innowatts, LLC

Customer_Name	Customer_Number	Customer_Group	TDSP	Account_ID	Utility_Number	Invoice_Number	Service_Period_Start	Service_Period_End	Charge_Unit_Type	Charge_Description	Charge_Quantity	UOM	Charge_Rate	Charge_Amount
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Ancillary Services	19064.8	KWH	0.4041266	\$7,704.58
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	ERCOT Nodal Ancillaries-PT	19064.76	KWH	-0.0013692	(\$26.10)
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Line Losses on Market Purchase	1242.225058	KWH	1.8781467	\$2,333.08
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Market Energy - Real Time	19064.8	KWH	1.90208	\$36,262.73
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Other Holdover Costs	19064.76	KWH	0.00022	\$4.19
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Renewable Portfolio Standards	19064.76	KWH	0.0001	\$1.98
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Retail Service Charge	19064.8	KWH	0.00525	\$100.09
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	RT Imbalance-PT	19064.76	KWH	0.1085146	\$2,068.80
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	CNE Charges	Ruc Capacity Pass-Through	20306.99	KWH	0	\$0.00
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	ACCUMULATED DEFERRED FEDERAL INCOME TAX	82	NB	-0.005488	(\$0.45)
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	CUSTOMER CHARGE	1	EA	3	\$3.00
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	DISTRIBUTION SYSTEM CHARGE	82	NB	4.44939	\$364.85
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	ELECTRICITY RELIEF PROGRAM	19008	KH	0.00033	\$6.27
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	ENERGY EFFICIENCY COST RECOVERY FACTOR	19008	KH	0.000428	\$8.14
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	METERING CHARGE	1	EA	7.41	\$7.41
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	NUCLEAR DECOMMISSIONING CHARGE	82	NB	0.00061	\$0.05
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	RATE REDUCTION CREDIT	82	NB	-0.116829	(\$9.58)
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	TRANSITION CHARGE 4	82	NB	0.100122	\$8.21
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	TRANSITION CHARGE 5	19008	KH	0.002106	\$40.03
MKRR Investments LLC	7641474	1	CNP	8743193	1008901003101714049100	195203528-1	1/26/2021	2/24/2021	TDSP Charges	TRANSMISSION COST RECOVERY FACTOR	81.6	NB	3.071936	\$250.67

2. **Proof of text message communication between Rafi Zaman from MKRR Investments LLC and Broker Akhlak Ahmed from Innowatts and in regard to renewal Constellation:**



1. Text message communication between Rafi Zaman from MKRR Investments LLC and Eduardo Tamez from Constellation:



Peter M. Lake
Chairman

Will McAdams
Commissioner



Greg Abbott
Governor

Thomas J. Gleeson
Executive Director

Public Utility Commission of Texas

5/10/2021

Mr Rafi Zaman
10711 Opal Ridge Drive
Houston TX 77095

RE: Complaint # CP2021031102

Dear Mr Zaman:

The Customer Protection Division received your complaint against Constellation New Energy, Inc (Constellation). The complaint disputed the amount that Constellation charged MKRR Investments LLC (MKRR) for electricity following the February 2021 winter storm. After receiving your complaint, we submitted a request to Constellation for a response regarding your account.

Constellation reported MKRR entered into an electric supply agreement on 9/12/2017 that had a 30-month term that ended on 3/17/2020. No new plan or provider was selected at the expiration date, so service remained with Constellation on a month-to-month holdover rate per the terms of your agreement. The month-to-month holdover rate was indexed to market prices. Constellation noted that you called a representative on 9/4/2020 regarding the expiration and declined to renew your service with another plan at that time. Constellation confirmed that your bills increased due to the significant increase in market prices during the storm. You switched to another provider effective 3/19/2021. Constellation maintained MKRR is responsible for the bills as charged.

Constellation also noted that within your contract, MKRR waived the customer protections afforded to customers by Commission rules. See the "Customer Protections and Waivers of Consumer Rights" section on page 2 of your contract.

Our review of the contract confirmed MKRR waived Commission rules as allowed by 16 Texas Administrative Code (TAC) § 25.471(a)(3), relating to general provisions of customer protection rules. The section of 16 TAC allows a non-residential customer whose load is part



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Mr Rafi Zaman

of an aggregation in excess of 50 kilowatts to agree to terms of service that reflect either a higher or lower level of customer protections than would otherwise apply under Commission rules.

Due to the waiving of our customer protection rules, the Customer Protection Division is unable to resolve your informal complaint. To resolve your dispute, we recommend working directly with Constellation or for you to seek alternative dispute resolution through arbitration or mediation by third parties. If there is no alternative dispute resolution available, or if you are dissatisfied with the results, you can file a formal complaint at the Commission. A formal complaint is a legal proceeding in which you will be able to present your case, and have it ruled upon, by the Commissioners. A brochure that details the process has been enclosed for your review, but it is also available at the following:

<http://puc.texas.gov/consumer/complaint/complaintb.pdf>

Thank you for the opportunity to address your concerns. If we can assist you with future utility concerns, please contact us toll free through our Customer Assistance Call Center at 1-888-782-8477.

Sincerely,

Customer Protection Division
Public Utility Commission of Texas

Cc: Constellation

Encl



USAGE DETAILS

For information only charges are shown in the One Time Charges section.

(832) 533-4395

CONTINUED - (832) 533-4395, TALK

TALK

When	Who	Description	Type	Min	Cost
Oct 13	8:08 AM IN (713) 367-9347	Incoming	I	1	-
	10:24 AM OUT 123	VM Retrieval	G	1	-
	11:37 AM OUT (713) 957-7800	to Houston/TX	-	8	-
	1:02 PM IN (832) 327-6476	Incoming	-	2	-
	4:20 PM IN (832) 533-2835	Incoming	-	1	-
	4:31 PM IN (832) 569-1133	Incoming	-	1	-
Oct 14	12:31 PM OUT (713) 367-9347	to Houston/TX	F	2	-
	12:40 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	1:29 PM IN (832) 533-2496	Incoming	-	1	-
	7:30 PM IN (713) 442-0000	Incoming	-	7	-
Oct 15	7:38 AM IN (713) 367-9347	Incoming	F	1	-
	4:38 PM IN (832) 948-5156	Incoming	C	9	-
	4:38 PM OUT (571) 205-5908	to Fls Church/VA	C	8	-
	4:39 PM OUT (832) 330-4152	to Houston/TX	C	8	-
	4:47 PM IN (832) 948-5156	Incoming	C	9	-
	4:48 PM OUT (832) 330-4152	to Houston/TX	C	9	-
	4:48 PM OUT (571) 205-5908	to Fls Church/VA	C	8	-
	5:02 PM OUT (214) 995-4428	to Irving/TX	-	2	-
Oct 16	8:27 AM OUT (940) 527-1455	to Decatur/TX	-	3	-
	10:26 AM IN (214) 995-4428	Incoming	-	9	-
	6:51 PM OUT (248) 515-4039	to Troy/MI	-	13	-
Oct 17	8:54 AM IN (713) 367-9347	Incoming	F	1	-
	9:31 AM IN (713) 367-9347	Incoming	F	1	-
	3:53 PM IN (713) 367-9347	Incoming	F	1	-
	5:18 PM OUT (832) 948-5156	to Spring/TX	-	2	-
	5:20 PM OUT (832) 948-5156	to Spring/TX	-	1	-
Oct 18	2:20 PM OUT (832) 493-0327	to Langhamcrk/TX	-	1	-
	2:22 PM OUT (832) 493-0327	to Langhamcrk/TX	-	1	-
Oct 19	11:30 AM IN (832) 639-5823	Incoming	-	1	-
Oct 20	3:35 PM IN (469) 602-8962	Incoming	F	5	-
Oct 21	11:33 AM IN (380) 207-9243	Incoming	-	1	-
	12:01 PM OUT 123	VM Retrieval	G	1	-
	12:02 PM IN (832) 359-6255	Incoming	F	1	-
	12:26 PM IN (346) 202-0863	Incoming	-	1	-
	1:13 PM OUT (403) 660-7882	to Calgary/AB	-	2	-
	4:48 PM IN (403) 660-7882	Incoming	-	4	-
Oct 22	3:41 PM OUT (832) 822-5046	to Houston/TX	-	6	-
	3:59 PM OUT (800) 869-3557	1-800 #	-	13	-
Oct 23	1:54 PM OUT (713) 367-9347	to Houston/TX	F	3	-
	11:07 PM OUT (281) 760-3089	to Airline/TX	-	9	-
Oct 24	7:47 PM IN (713) 367-9347	Incoming	F	1	-
Oct 25	3:56 PM OUT (281) 610-6603	to Houston/TX	F	78	-
Oct 26	1:02 PM OUT 123	VM Retrieval	G	2	-
Oct 28	11:17 AM IN (469) 502-8962	Incoming	F	10	-
	8:00 PM IN (713) 367-9347	Incoming	F	1	-
	9:14 PM IN (713) 367-9347	Incoming	F	1	-
Oct 29	11:40 AM OUT 123	VM Retrieval	G	1	-
	4:00 PM IN (832) 520-5686	Incoming	-	1	-
	11:28 PM IN (713) 367-9347	Incoming	F	1	-
Oct 30	8:38 AM OUT (936) 494-0990	to Conroe/TX	-	6	-
	9:18 AM IN (936) 494-0990	Incoming	-	5	-
	10:54 AM OUT (281) 543-0177	to Houston/TX	-	1	-
	10:56 AM OUT (281) 453-0177	to Bammel/TX	-	4	-
	3:02 PM OUT (713) 826-7048	to Houston/TX	-	2	-
	4:08 PM IN (336) 829-3489	Incoming	-	3	-
	4:44 PM OUT (936) 522-3170	to Conroe/TX	-	3	-
	4:47 PM OUT (888) 234-1373	1-888 #	-	5	-
	4:56 PM IN (336) 829-3489	Incoming	-	2	-
	4:59 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	5:07 PM OUT (800) 368-3749	1-800 #	-	3	-
	6:41 PM IN (713) 367-9347	Incoming	F	1	-
	6:55 PM IN (336) 829-3489	Incoming	-	1	-
	7:31 PM OUT (346) 293-7657	to Houston/TX	-	1	-
	7:51 PM IN (281) 304-2631	Incoming	-	1	-
	8:02 PM IN (281) 304-2631	Incoming	-	1	-
	8:19 PM IN (713) 367-9347	Incoming	F	1	-
	11:18 PM OUT (877) 509-8946	1-877 #	-	2	-
	11:33 PM OUT (844) 241-9408	1-844 #	-	1	-

When	Who	Description	Type	Min	Cost
Oct 31	9:18 AM OUT (866) 302-3233	1-866 #	-	2	-
	9:21 AM OUT (844) 241-9408	1-844 #	-	7	-
	9:23 AM OUT (866) 288-3105	1-866 #	-	4	-
	9:27 AM OUT (866) 302-3233	1-866 #	-	1	-
	9:27 AM OUT (866) 302-3233	1-866 #	-	1	-
	9:28 AM OUT (866) 288-3105	1-866 #	-	4	-
	9:35 AM OUT (800) 368-3749	1-800 #	-	3	-
	9:58 AM OUT (855) 750-0899	1-855 #	-	5	-
	11:43 AM IN (336) 829-3489	Incoming	-	2	-
	1:53 PM IN (336) 829-3489	Incoming	-	1	-
	2:55 PM OUT (713) 367-9347	to Houston/TX	F	2	-
	3:41 PM OUT (832) 688-5215	to Satsuma/TX	-	3	-
	5:23 PM OUT (713) 367-9347	to Houston/TX	F	3	-
	5:29 PM OUT (832) 688-5215	to Satsuma/TX	-	1	-
	5:29 PM OUT (713) 367-9347	to Houston/TX	F	2	-
	5:58 PM OUT (713) 367-9347	to Houston/TX	F	2	-
	6:39 PM OUT (832) 688-5215	to Satsuma/TX	-	2	-
	6:44 PM OUT (281) 610-6603	to Houston/TX	F	4	-
	6:48 PM OUT (281) 610-6603	to Houston/TX	F	18	-
	6:57 PM IN (713) 367-9347	Incoming	A	1	-
	7:37 PM IN (713) 367-9347	Incoming	F	1	-
	7:37 PM OUT (713) 367-9347	to Houston/TX	F	5	-
	9:11 PM IN (832) 493-4981	Incoming	-	1	-
	9:11 PM IN (832) 493-4981	Incoming	-	1	-
Nov 01	1:41 PM IN (281) 304-2631	Incoming	-	1	-
	7:03 PM IN (281) 304-2631	Incoming	-	1	-
Nov 02	9:11 AM OUT (936) 522-3170	to Conroe/TX	-	3	-
	9:15 AM OUT (800) 368-3749	1-800 #	-	6	-
	10:06 AM OUT (800) 368-3749	1-800 #	-	8	-
	10:14 AM OUT (877) 391-1587	1-877 #	-	3	-
	10:16 AM OUT (855) 639-8259	1-855 #	-	2	-
	10:18 AM OUT (844) 417-1774	1-844 #	-	4	-
	10:21 AM OUT (800) 368-3749	1-800 #	-	22	-
	10:54 AM OUT (832) 822-5046	to Houston/TX	-	2	-
	10:56 AM OUT (832) 822-5046	to Houston/TX	-	12	-
	11:09 AM OUT (770) 569-2445	to Atlanta Nc/GA	-	5	-
	11:13 AM OUT (770) 569-2445	to Atlanta Nc/GA	-	8	-
	12:19 PM IN (726) 200-3535	Incoming	-	1	-
	1:48 PM IN (336) 829-3489	Incoming	-	13	-
Nov 03	12:09 PM IN (281) 345-3300	Incoming	-	3	-
	4:42 PM IN (726) 200-3535	Incoming	-	1	-
	4:41 PM IN (346) 266-4512	Incoming	-	1	-
	5:43 PM OUT (281) 656-3520	to Langhamcrk/TX	-	6	-
	5:51 PM IN (281) 610-6603	Incoming	F	40	-
	7:26 PM OUT (832) 330-4152	to Houston/TX	-	1	-
Nov 04	10:07 AM IN (713) 826-7048	Incoming	-	43	-
	10:48 AM IN (713) 442-4000	Incoming	A	2	-
	10:54 AM OUT (713) 442-4000	to Houston/TX	-	7	-
	11:01 AM OUT (713) 826-7048	to Houston/TX	-	1	-
	11:50 AM IN (832) 359-6255	Incoming	F	1	-
Nov 05	4:57 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	4:59 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	8:59 PM OUT (877) 689-7021	1-877 #	-	5	-
Nov 06	8:53 AM OUT (833) 752-8171	1-833 #	-	8	-
	9:01 AM OUT (800) 308-8385	1-800 #	-	13	-
	9:14 AM OUT (877) 788-7814	1-877 #	-	3	-
	9:17 AM OUT (877) 788-7814	1-877 #	-	11	-
	10:23 AM OUT (800) 722-2570	1-800 #	-	5	-
	10:45 AM OUT (800) 752-8036	1-800 #	-	8	-
	10:59 AM OUT (877) 294-6933	1-877 #	-	2	-
	11:58 AM OUT (936) 900-4803	to Conroe/TX	-	1	-
	12:25 PM IN (336) 829-3489	Incoming	-	3	-
	5:47 PM OUT (336) 829-3489	to Winston Sal/NC	-	3	-
	7:41 PM IN (713) 367-9347	Incoming	F	1	-
	9:07 PM IN (713) 367-9347	Incoming	F	1	-
	10:42 PM IN (713) 367-9347	Incoming	F	1	-
Nov 07	2:54 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	4:47 PM IN (206) 453-2329	Incoming	-	2	-
	4:48 PM IN (281) 304-2631	Incoming	A	1	-
	4:49 PM IN (281) 304-2631	Incoming	-	1	-
	6:25 PM OUT (713) 367-9347	to Houston/TX	F	1	-
	10:21 PM IN (346) 266-4512	Incoming	-	1	-

संविधानसभा

Shaila, Your Contract is ending soon. You have options.

1 message

Constellation <hello@constellation.com>

Fri, Apr 16, 2021 at 7:10 AM

Reply-To: hello@constellation.com

To: rafi.tx@gmail.com

[View in browser](#)

You Contract with us is expiring soon. You have options.

Dear Shaila,

Recent weather events have shown how important a fixed a fixed electricity rate is and your current contract protected you from any rate fluctuations.

This is a friendly reminder that your current energy contract is expiring on **6/15/21. Please be on the lookout for your renewal options in your inbox starting in the next few days.**

Please note that if you do not pick a plan to renew, you will be switched to a variable rate, giving you no price-protection from rate fluctuations.



Constellation NewEnergy-Gas Division, LLC, Constellation Connect, LLC or BGE Home Products & Services, LLC (d/b/a BGE HOME in Maryland, d/b/a Constellation Home in Pennsylvania and d/b/a Constellation in Georgia and Texas), affiliates of each other and ultimate subsidiaries of Exelon Corporation. Exelon Corporation also owns Atlantic City Electric (ACE), Baltimore Gas and Electric Company (BGE), ComEd, Delmarva Power, PECO and Pepco utilities. BGE Home Products & Services, LLC is not the same company as BGE, the regulated utility. The prices of Constellation are not regulated by any state Public Utility Commission. You do not have to buy Constellation electricity, natural gas or any other products to receive the same quality regulated service from your local utility. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted.

Electricity or Gas Supplier License/Order #s: CA 1359, CTA0032, CT 06-07-11, 01-06; DE 00-162; DC GA06-2, EA01-5; GA GM-46, IL 16-0205, 17-0330; IA G-0010, ME 2000-989, MD IR-655, IR-311, IR-500, IR-228, 107-2276; MA GS-030, CS-015; MI U-14867, U-13660; NE NG-0043; NH DM 17-024; NJ GSL-0101, ESL-0016; OH 09-153G, 00-003E, PA A-125095, A-110036, OR ES4, RI 2379(Z1), D-96-6(E), TX 10014, B07305101, VA G-26, G-51, E-11A

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